## County of McHenry Request for Proposal

### RFP # 15-55

#### **Provide Outside Auditor Services**

June 4, 2015

This Request for Sealed Proposal (RFP) is for the purpose of contracting with a qualified firm to provide the County of McHenry (County) an audit of its financial statements for the fiscal year ending November 30, 2015, along with other required audit procedures, with the option of auditing its financial statements for each of the three subsequent fiscal years (2016, 2017, and 2018), subject to satisfactory performance, continuing need, and availability of funds, as outlined within this document. All requirements are as per specifications enclosed herein.

<u>GENERAL REQUIREMENT</u>: This is a Request for Sealed Proposal (see attached). Proposal will be opened and evaluated in private and proposal information will be kept confidential until an award is made. **One (1) original and five (5) copies of the complete proposal are to be submitted.** 

<u>SUBMISSION LOCATION</u>: <u>Mailing Address:</u>

**Purchasing Department** 

McHenry County Administration Building 2200 N. Seminary Avenue Room 200

Woodstock IL 60098
<u>Drop Off In Person:</u>
Purchasing Department

McHenry County Administration Building

667 Ware Road Room 200

Woodstock IL 60098 Phone: (815) 334-4818 Fax: (815) 334-4680

CONTACT PERSON: Mr. Donald A. Gray, CPPB

**Director of Purchasing** 

#### SUBMISSION DATE AND TIME: 2:00 PM, (CST) July 6, 2015

Proposals received after the submittal time will be rejected and returned unopened to the sender. (See below for schedule of events).

#### SCHEDULE OF EVENTS

June 4, 2015	RFP Available
June 15, 2015	Vendors Questions Submitted via fax to 815-334-4680 by 4:00 P.M.(CST)
June 22, 2015	Vendors Questions Answered via fax and Posted on Website by 4:00 P.M.(CST)
July 6, 2015	Proposals due in Purchasing at 2:00 P.M.(CST)
July 6, 2015 – September 1, 2015	Evaluation, Committee recommendation, Award of Contract and Notification to Successful Vendor

#### **GENERAL INFORMATION**

#### **Background Information**

McHenry County is located in northeastern Illinois, approximately 50 miles northwest of Chicago. The County's principal offices are located in Woodstock, IL. The 2014 population of the County was 307,283, which ranks sixth out of 102 Counties in Illinois. The County is comprised of 29 departments, including nine independently elected County officials, and operates under a board-administrator structure. The Board is comprised of twenty-four members elected from six districts. The Board is both the legislative policy maker and the supervisor of County Administration. The County Board has formally established an audit committee, which is directly responsible for the appointment, retention, and oversight of the work of the Outside Auditors.

McHenry County provides a full range of services including law enforcement, construction and maintenance of roads and bridges, property assessment and tax collection, official records, elections, document recording, comprehensive planning and growth management, social service programs, judicial functions, health services, animal services, emergency disaster and response planning, storm water management, environmental protection, and administrative functions.

The County Administrator performs various administrative duties under the direction of the County Board Chairman. The Administrator is in charge of the County budget process and is part of a committee structure for debt management. The County Auditor, an elected official, is the general accountant for the County and is responsible for maintaining accounting records and for the completion of the comprehensive annual financial report.

#### Financial Information

For the fiscal year ended November 30, 2014, the reporting entity for the County consisted of the primary government, one blended component unit (McHenry County Public Building Commission), and one discretely presented component unit (McHenry County Conservation District). The primary government includes the general fund, 40 special revenue funds, 7 debt service funds, 2 capital project funds, 2 permanent funds, 2 enterprise funds, 1 internal service fund, and 7 agency funds.

For the fiscal year ended November 30, 2014, the County reported \$9.5 million of expenditures on its schedule of expenditures of federal awards and had a single audit completed in accordance with OMB Circular A-133.

For fiscal year 2015, the general fund has a budget of \$93 million, with the primary government budget totaling \$299 million. The County received the GFOA award for Distinguished Budget Presentation for its fiscal year 2014 budget.

The County was rated AAA by Moody's Investor Service on its most recent issuance (Refunding Debt Certificates Series 2015 in the amount of \$15.8 million).

The County's current financial system is Performance Series (version 3.1), which integrates the accounting, purchasing, and budgeting functions. Expenditure and revenue detail is broken down by various levels, including the fund, department, and object levels. The system is capable of generating and exporting various reports for current and prior fiscal years for both budget and actual, along with encumbrances.

The County has received the Government Finance Officers Association of the United States and Canada (GFOA) Certificate of Achievement for Excellence in Financial Reporting for 16 consecutive years and intends to continue participation in this program.

For the past ten fiscal years, the County has prepared the Comprehensive Annual Financial Reports (CAFR) in-house. However, the County may decide for fiscal year 2015 or future years that it would be more efficient, either because of time constraints or cost considerations, to have the Outside Auditor prepare the CAFR, in addition to issuing the independent auditors' report. Accordingly, the preparation of the CAFR will be broken out as a separate item in the proposal requirements section below.

The County's CAFRs, for fiscal years 2003-2014, are available on the County's website at:

https://www.co.mchenry.il.us/county-government/departments-a-i/auditor/comprehensive-annual-financial-reports

The County's Single Audit Reports, for fiscal years 2007-2014, are available, or will soon be available, on the County's website at:

https://www.co.mchenry.il.us/county-government/departments-a-i/auditor/single-audit-reports

The County's Budget, for fiscal years 2009-2015, are available on the County's website at:

https://www.co.mchenry.il.us/county-government/departments-a-i/administration/budgets-finance

#### REQUEST FOR PROPOSALS

#### **DEFINITION**

Request for Proposals (RFP) is a method of procurement permitting discussions with responsible vendor and revisions to proposals prior to award of a contract. Proposals will be opened and evaluated in private. **Award** will be based on the criteria set forth herein.

#### **RECEIPT and HANDLING of PROPOSALS**

Proposals shall be opened in private by the Evaluation Committee to avoid disclosure of contents to competing vendors.

#### **EVALUATION of PROPOSAL**

The proposals submitted by vendors shall be evaluated solely in accordance with the criteria set forth in the RFP.

#### **DISCUSSION of PROPOSAL**

The Evaluation Committee may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of such discussions, the Evaluation Committee shall not disclose any information derived from one proposal to any other vendor.

#### **NEGOTIATIONS**

The County of McHenry reserves the right to negotiate specifications, terms, and conditions, which may be necessary or appropriate to the accomplishment of the purpose of this RFP. The County may require the RFP and the offeror's proposal be incorporated in full or in part as Contract Documents. This implies that this RFP and all responses, supplemental information, and other submissions provided by the vendor during discussions or negotiations may be held by the County of McHenry as contractually binding on the successful Vendor.

#### NOTICE of UNACCEPTABLE PROPOSAL

When the Evaluation Committee determines a vendor's proposal to be unacceptable, such vendor shall not be afforded an additional opportunity to supplement its proposal.

#### TERMS AND CONDITIONS

#### **AUTHORITY**

This Request for Proposals is issued pursuant to applicable provisions of the *McHenry County Purchasing Ordinance*, approved August 1, 2014. This ordinance is incorporated by reference into this RFP as if it were contained herein. If you desire a copy of this ordinance, contact the Director of Purchasing.

#### **RESERVED RIGHTS**

The County of McHenry reserves the right at any time and for any reason to cancel this Request for Proposal, to reject any or all proposals, or to accept an alternate proposal. The County reserves the right to waive any immaterial defect in any proposal. *Unless otherwise specified by the offeror, the County has no less than one hundred and twenty (120) days to accept.* The County may seek clarification from a vendor at any time and failure to respond promptly is cause for rejection. The County may require submission of best and final offers.

#### **INCURRED COSTS**

The County of McHenry will not be liable in any way for any costs incurred by respondents in replying to this RFP.

#### **AWARD**

Award shall be made by the Audit Committee and the County Board to the most responsive and responsible vendor whose proposal is determined to be the most advantageous to the County, taking into consideration price and the evaluation criteria set forth herein below.

#### **CRITERIA for SELECTION**

The following criteria and point system shall be used by the evaluation team to determine the firm or individual(s) most qualified and best suited to perform the work:

#### 1. Qualifications and Experience (50 points)

Vendor's capability in all respects to perform fully the contract requirements. This includes the vendor's experience auditing Illinois counties or municipalities of similar nature, size, complexity, and reporting requirements as the County. Minimum qualifications include:

- a. The firm shall be independent of the County.
- b. The firm shall be licensed to practice audit services in Illinois and be in good standing.
- c. The firm shall have the experience necessary to express an opinion of the fair presentation of the financial statements presented in the County's CAFR.
- d. The firm shall have extensive knowledge and experience with GFOA and the Certificate of Achievement for Excellence in Financial Reporting Program.
- e. The firm shall have the experience necessary to conduct the audit in accordance with auditing standards generally accepted in the United States of America and standards applicable to financial audits contained in Government Auditing Standards (the 'Yellow Book').
- f. The firm shall have the experience necessary to issue an opinion in accordance with the provisions of OMB Circular A-133/Uniform Guidance (Single Audit).

#### 2. Audit Approach and Timing (20 points)

This refers to the suitability of the specific audit approach and the timing of the engagement, which are described in the Specifications section below.

#### 3. Cost (20 points)

This refers to the proposed price for the services listed in the RFP.

#### 4. Compliance with RFP (10 points)

This refers to the adherence to all conditions and requirements of the RFP.

Total 100 points

#### **NON-DISCRIMINATION**

Vendor shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith. Including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), 775 ILCS 5/1-102, which is incorporated herein by reference, and constituting of a written EEO Policy and a workforce profile that demonstrates its EEO practices. Furthermore, the Vendor shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended. The Vendor must have a written sexual harassment policy, which meets Illinois State Statutes, 775 ILCS, 15/3.

#### **SECURITY**

The Vendor represents and warrants to the County of McHenry that neither it nor any of its principals, shareholders, members, partners or affiliates, as applicable, is a person or entity named as a Specially Designated National and Blocked Person (as defined in Presidential Executive Order 13224) and that it is not acting, directly or indirectly, for or on behalf of a Specially Designated National and Blocked Person. The Vendor further represents and warrants to the County of McHenry that the Vendor and its principals, shareholders, members, partners, or affiliates, as applicable, are not directly or indirectly, engaged in, and are not facilitating, the transactions contemplated by this Agreement on behalf of any person or entity named as Specially Designated National and Blocked Person. The Vendor

hereby agrees to defend, indemnify and hold harmless the County of McHenry, the Corporate Authorities, and all County of McHenry elected or appointed officials, officers, employees, agents, representatives, engineers and attorneys, from and against any and all claims, damages, losses, risks, liabilities, and expenses (including reasonable attorneys' fees and costs) arising from or related to any breach of the foregoing representation and warranties.

#### PREVAILING WAGE

The State of Illinois requires under Public Works Contracts that the general prevailing rate of wages in this locality be paid for each craft or type of worker hereunder. This requirement is in accordance with The Prevailing Wage Act, 820 ILCS 130/0.01 et seq., as amended. This shall include payment of the general prevailing rate for legal holiday and overtime work. It shall be mandatory upon the subcontractor under the Contractor. A copy of the prevailing wage rates is posted on the McHenry County website at <a href="https://www.co.mchenry.il.us">www.co.mchenry.il.us</a> under BIDS and RFP's. If wage rates change during the course of the project, the new rates will be available in the County of McHenry Purchasing Office. Contractors may access the Illinois Department of Labor website for updates at <a href="https://www.state.il.us/agency/idol">www.state.il.us/agency/idol</a>.

It shall also be mandatory upon the Contractor to whom the Contract is awarded to insert into each subcontract and into the project Specifications for each subcontract a written stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. It shall also be mandatory upon each subcontractor to cause to be inserted into each lower tiered subcontract and into the project Specifications for each lower tiered subcontract a stipulation to the effect that not less than the prevailing rate of wages shall be paid to all laborers, workers, and mechanics performing work under the Contract. A Contractor or subcontractor who fails to comply is in violation of the Act.

#### CERTIFIED PAYROLL REQUIREMENTS (Public Act 94-0515)

Effective August 10, 2005 Vendors and Subcontractors on public works projects must submit certified payroll records on a monthly basis to the public body in charge of the construction project, along with a statement affirming that such records are true and accurate, that the wages paid to each worker are not less than the required prevailing rate and that the Vendor is aware that filing records he or she knows to be false is a Class B misdemeanor.

The certified payroll records must include for every worker employed on the public works project the name, address, telephone number, social security number, job classification, hourly wages paid in each pay period, number of hours worked each day, and starting and ending time of work each day. These certified payroll records are considered public records and public bodies must make these records available to the public under the Freedom of Information Act, with the exception of the employee's address, telephone number, and social security number. Any Vendor who fails to submit a certified payroll or knowingly files a false certified payroll is guilty of a Class B misdemeanor.

INCREASED PENALTIES for PREVAILING WAGE VIOLATIONS (Public Act 94-0488)

Effective January 1, 2006, penalties for violations of the Prevailing Wage Act will increase from 20% to 50% of the underpaid amounts for second or subsequent violations. An additional penalty of 5% of the underpayment penalty must be paid to workers for each month the wages remain unpaid (up from the current 2% penalty).

For violations that occur after January 1, 2006, the debarment period --during which Vendors

are ineligible for public works contracts -increases from 2 years to 4 years if two notices of violation are issued/serious violations occur within a 5-year period. In addition, a new monetary penalty of \$5,000 may be assessed against Vendors who retaliate against employees who report violations or file complaints under the Prevailing Wage Act.

#### **OSHA REQUIREMENTS**

The Occupational Safety and Health Act of 1970 (OSHA) "guarantees workers the right to a safe and healthful workplace". Under Section 5(a) (1) of the OSHA Act, the employer must "furnish to each of his employees' employment and a place of employment which are free from recognized hazards that are causing or likely to cause death or serious physical harm to his employees."

There are times when the County must hire entitles and individuals (contractors) to perform services. To this end, contractors hired by the County of McHenry must perform their duties in a manner that is complaint with all state and federal health and safety laws and industry guidelines. It is the responsibility of the contractor to ensure that their personnel and subcontractors comply with all state and federal health and safety laws and regulations and industry guidelines, including, but not limited to those set forth by: OSHA and related regulations, the Safety Inspection and Education Act, the Health and Safety Act, the National Institute of Occupational Safety and Health, the National Fire Protection Association, the Centers for Disease Control, American Industrial Hygiene Association, the American Council of Governmental Industrial Hygienists, the Environmental Protection Agency, and the Department of Transportation.

#### SUBSTANCE ABUSE PREVENTION ON PUBLIC WORKS PROJECTS ACT

The successful bidder must be in compliance with State of Illinois HB-1855 (Public Act 095-0635), which amends the Prevailing Wage Act. Before an employer commences work on a public works project, the employer shall have in place a written program, which meets or exceeds the program requirements in this Act, to be filed with the public body engaged in the construction of the public works and made available to the general public, for the prevention of substance abuse among its employees. The testing must be performed by a laboratory that is certified for Federal Workplace Drug Testing Programs by the Substance Abuse and Mental Health Service Administration of the U.S. Department of Health and Human Services.

#### PROCUREMENT OF GREEN PRODUCTS AND TECHNOLOGIES

As approved by the McHenry County Board in April 2008, it is in the interest of public health, safety and welfare and the conservation of energy and natural resources to use and promote environmentally responsible products. The County should strive to influence private purchases through the example of using government specifications and standards that are green or environmentally friendly when making its purchases.

Whenever available and cost-justified, the County should purchase those materials including the purchase of recycled products containing post-consumer materials rather than residual materials resulting from the processing or manufacturing from another product. To the extent practicable, all products standards shall emphasize functional or performance criteria, which do not discriminate against the use of, recycled materials.

McHenry County should cooperate to the greatest extent feasible with other governments and organizations to develop a comprehensive, consistent, and effective procurement effort intended to stimulate the market for recycled products, reusable products, products designed to be recycled, and other environmentally responsible products.

McHenry County shall continue to participate in and shall encourage other public jurisdictions to participate with the County in the purchase of products containing recycled content. Participation in such cooperative systems shall be aimed at obtaining maximum practical recycled content in County purchases, to obtain best available price for products with recycled content, to facilitate or encourage lower prices industry-wide and to encourage development of industries and markets dealing with recycled content products.

#### PROCUREMENT OF PRODUCTS THAT ARE ENERGY STAR QUALIFIED

McHenry County shall select, where life cycle and cost-effective, ENERGY STAR and other energy efficient products, when acquiring energy-using products. This information will be required by the bidder in their bid submittal.

#### PURCHASE EXTENSION

This contract shall be offered for purchases to be made by other counties and governmental units within the State of Illinois as authorized by the Government Joint Purchasing Act. All purchases and payments made under this authority shall be made directly by the governmental unit to the Vendor. The County of McHenry shall not be responsible in any way for such purchase orders or payments. All terms and conditions of this contract shall apply to all orders placed by another governmental unit.

#### PROTEST PROCEDURES

Any Bidder who believes contractual terms or specifications are unnecessarily restrictive or limit competition may submit a protest, in writing, to the Director of Purchasing. To be considered, the protest must be received by McHenry County five (5) days prior to the stated bid opening. Any adversely affected or aggrieved Bidder shall have ten (10) days from the date of the bid opening to file a written protest regarding the intent to award the bid. Protests submitted after that date will not be accepted. Protests must specify the grounds upon which the protest is based (refer to appropriate statute, rule, code, or ordinance which defines the protest process).

#### ADDENDUM

Should the Vendor require any additional information about this Bid, please fax to Purchasing (815-334-4680) any questions by the deadline as outlined in the schedule of events. ANY AND ALL changes to these specifications are valid only if they are included by Written Addendum to All Bidders. NO interpretation of the meaning of the plans, specifications, or other contract documents will be made orally. If required, all addenda will be faxed to bidder if a Notice of Intent to Bid has been completed and faxed to the Purchasing Office. In addition, all addenda are posted on the County of McHenry's website. Failure of the bidder to receive any such addendum or interpretation shall not relieve the bidder from obligation under this Bid as submitted. All addenda so issued shall become part of the bid documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused by a bidder to improperly submit a bid.

Response to these questions will be made by means of an addendum. Only the Director of Purchasing has the authority to issue an addendum.

Addenda are written instruments issued by the County prior to the date for receipt of proposals, which modify or interpret the Bid by addition, deletions, clarifications or corrections.

Prior to the receipt of bids, addenda will be faxed or delivered to all who are known to have received a Notice to Bid. Each vendor shall ascertain prior to submitting a bid that all

addenda issued have been received and, by submission of a bid, such act shall be taken to mean that such vendor has received all addenda and that the vendor is familiar with the terms thereof and understands fully the contents of the addenda.

#### **TAXES**

The County of McHenry is exempt from paying Illinois Use Tax, Illinois Retailers Occupation Tax, and Federal Excise Tax.

#### **PAYMENTS**

The Vendor shall furnish the County with an itemized invoice. Payment shall be made in accordance with applicable provisions of the "Local Government Prompt Payment Act."

### **VENDOR RESPONSIBILITIES**

The selected Vendor will be required to assume responsibility for all services offered in this proposal. The County will consider the selected Vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

Any contract resulting from this RFP may not be assigned, in whole or in part without written consent of the County. If the Vendor attempts to make such an assignment without the written consent of the County, the Vendor shall nevertheless remain legally responsible for all obligations under the Contract.

#### INTERPRETATION or CORRECTION of REQUEST for PROPOSALS

Vendors shall promptly notify the Director of Purchasing of any ambiguity, inconsistency, or error, which they may discover upon examination of the Requests for Proposals.

Interpretations, corrections, and changes to the Request for Proposals will be made by addendum. Interpretations, corrections, or changes made in any other manner will not be binding.

#### **COMPLIANCE WITH LAWS**

The bidder hereto covenants and agrees to comply with all applicable federal, state, and local laws, codes, ordinances, rules and regulations. Failure to comply with the terms of this provision shall constitute a breach of contract and permit the County to terminate this (Request for Sealed Proposal/Bid) in accordance with the termination provisions stated herein.

#### RECOURSE for UNSATISFACTORY MATERIALS

Payment shall be contingent upon the County's inspection of and satisfaction with completed work. Any defective work or materials, non-conformance to bid specifications, damaged materials, or unsatisfactory installation shall be corrected to the County's satisfaction by the successful bidder at no additional charge.

#### **TERMINATION**

Failure to comply with the terms and conditions as herein stated shall be cause for cancellation of the contract. The County will give written notice of unsatisfactory performance and the Vendor will be allowed thirty (30) days to take corrective action and accomplish satisfactory control. If at the end of the thirty days, the County deems the Vendor's performance still unsatisfactory, the contract shall be canceled. The exercise of its right of cancellations shall not limit the County's right to seek any other remedies allowed by law.

The successful bidder will agree that the resulting contract is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Contract shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

The successful bidder will agree that pursuant to requirements imposed under Illinois law, the County shall have 120 days after each election of county board members to terminate this Agreement, without cause and without penalty.

#### REJECTION of BIDS, WAIVER of IRREGULARITIES

McHenry County reserves the right to reject any or all bids, to waive irregularities, and to accept that bid which is considered to be in the best interest of the County. Any such decision shall be considered final.

#### **DELIVERY**

Delivery will be considered in making the award and the bidders shall state, in the spaces provided expected delivery after receipt of order. Failure to meet said delivery promises without prior consent of the Director of Purchasing will be considered a breach of faith.

#### **WORKMANSHIP**

Items shall be manufactured according to the highest traditions of the industry and shall meet all commercial standards of quality. The County shall be the sole judge of acceptable products. Unacceptable products will be rejected and suitable price adjustments made.

#### **OUALIFICATIONS**

Each firm submitting an RFP for this project shall submit detailed information concerning the professional qualifications of the individual(s) assigned to carry out this project. Relevant project experience, logistical capabilities and other relevant support data regarding the firm and assigned personnel must be included.

Each firm submitting a proposal for this project must provide at least three (3) references where projects of a similar nature have been successfully completed and implemented. These references should provide the name and address of the entity where the project was completed as well as a contact person.

#### **INSURANCE**

<u>General</u> The successful bidder shall maintain for the duration of the contract and any extensions thereof, at bidder's expense, insurance that includes "Occurrence" basis wording and is issued by a company or companies qualified to do business in the State of Illinois that are acceptable to the County, which generally requires that the company(ies) be assigned a Best's Rating of A or higher with a Best's financial size category of Class XIV or higher, in the following types and amounts:

a) Commercial General Liability in a broad form, to include, but not limited to, coverage for the following where exposure exists: Bodily Injury and Property Damage, Premises/Operations, Independent Vendors, Products/Completed Operations, Personal Injury and Contractual Liability; limits of liability not less than: \$1,000,000 per occurrence and \$2,000,000 in the aggregate;

b) Business Auto Liability to include, but not be limited to, coverage for the following where exposure exists: Owned Vehicles, Hired and Non-Owned Vehicles and Employee Non-Ownership; limits of liability not less than:

\$1,000,000 per occurrence combined single limit for: Bodily Injury Liability and Property Damage Liability;

- c) Workers' Compensation Insurance to cover all employees and meet statutory limits in compliance with applicable state and federal laws. The coverage must also include Employer's Liability with minimum limits of \$100,000 for each incident.
- d) Professional Liability Insurance with \$1,000,000 per occurrence and \$1,000,000 in aggregate.

#### **EVIDENCE of INSURANCE**

The successful bidder agrees that with respect to the above-required insurance that:

- (a) The County of McHenry shall be provided with Certificates of Insurance evidencing the above required insurance, prior to commencement of the contract and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies;
- (b) The contractual liability arising out of the contract shall be acknowledged on the Certificate of Insurance by the insurance company;
- (c) The County of McHenry shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change and said notification requirement shall be stated on the Certificate of Insurance;
- (d) Subcontractors, if any, comply with the same insurance requirements. In addition to being named as an additional insured on the Certificate of Insurance, each liability policy shall contain an endorsement naming the County of McHenry as an additional insured. A copy of the endorsement shall be provided to McHenry County along with the Certificate of Insurance; and
- (e) have McHenry County named as an additional insured and the address for certificate holder must read exactly as:

County of McHenry, a body politic 2200 N. Seminary Avenue Woodstock, IL 60098 (f) Insurance Notices and Certificates of Insurance shall be provided to:

McHenry County, Purchasing Department 2200 N. Seminary Avenue, Room 200 Woodstock, Illinois 60098

The County shall be provided with Certificates of Insurance evidencing the above required insurance prior to the commencement of this Agreement and thereafter with the certificated evidencing renewals or changes to said policies of insurance at least fifteen (15) days prior to the expiration or cancellation of any such policies.

The County shall be named as additional insured on all liability policies, and the parties acknowledge that any insurance maintained by the County shall apply in excess of, and not contribute to, insurance provided by successful bidder.

The contractual liability arising out of the Agreement shall be acknowledged on the Certificate of Insurance by the insurance company. The County shall be provided with thirty (30) days prior notice, in writing, of Notice of Cancellation or material change, and said notification requirements shall be stated on the Certificate of Insurance.

Acceptance or approval of insurance shall in no way modify or change the indemnity or hold harmless clauses in this agreement, which shall continue in full force and effect.

#### **HOLD HARMLESS CLAUSE**

The Vendor agrees to indemnify, save harmless and defend the County of McHenry, their agents, servants, and employees, and each of them against and hold them harmless from any and all lawsuits, claims, demands, liabilities, losses and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this contract. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of the County of McHenry, their agents, servants, or employees or any other person indemnified hereunder.

#### CHOICE OF LAW AND VENUE

The bidder agrees that this bid has been executed and delivered in Illinois and that their relationship and any and all disputes, controversies or claims arising under this bid or any resulting contract shall be governed by the laws of the State of Illinois, without regard to conflicts of laws principles. The bidder further agrees that the exclusive venue for all such disputes shall be the Circuit Court of the 22<sup>nd</sup> Judicial Circuit of McHenry County, Illinois, and the bidder hereby consent to the personal jurisdiction thereof.

#### **EVALUATION**

Evaluation of proposals will be done by the County Auditor, Financial Reporting Manager/Chief Deputy Auditor, Internal Auditor, County Administrator, Associate County Administrator – Finance, and the Director of Purchasing, based on criteria outlined in the RFP.

#### **DIRECTIONS FOR SUBMISSION**

Qualified individuals or firms are to <u>submit</u> **one** (1) **original and five** (5) **copies** of the completed proposal along with any support documentation to:

Mr. Donald A. Gray, CPPB
Director of Purchasing
McHenry County Administration Building
2200 N. Seminary Avenue, Room 200
Woodstock, Illinois 60098

All data and documentation submitted as part of this RFP shall become the property of McHenry County, Illinois. After award of this contract, all responses, documents, and materials contained in the RFP shall be considered public information and will be made available for inspection in accordance with the Illinois Freedom of Information Act.

All proposals must be received by <u>2:00 p.m. (CST) on July 6, 2015</u>. Absolutely no proposal will be accepted after the time specified. Late proposals shall be rejected and returned unopened to the sender. The County of McHenry does not prescribe the method by which proposals are to be transmitted; therefore, it cannot be held responsible for any delay, regardless of reason, in the transmission of proposals.

# BID ENVELOPES ARE TO BE CLEARLY MARKED WITH THE RFP TITLE, TIME & DATE OF OPENING.

#### **SUBMITTAL**

Submit one (1) bid, multiple bids will not be accepted.

#### **PRICING**

Price offered shall be firm for at least 120 days after the latest time specified for submission of proposals and thereafter until written notice is received from bidder.

#### **FREIGHT**

Freight is all inclusive unless otherwise stated.

#### **FUEL SURCHARGE**

The County of McHenry does NOT accept any fuel surcharges.

#### **SPECIFICATIONS**

#### 1. Scope of Work to be Performed

The County desires the Outside Auditor to express an opinion on the fair presentation of the basic financial statements of the County in conformity with accounting principles generally accepted in the United States of America. The Public Building Commission, a blended component unit, and the McHenry County Conservation District, a discretely presented component unit are included in the County's financial statements, but are audited by other auditors. It is expected that the auditor will be able to rely on the audit opinion expressed by other auditors on financial statements for the Public Building Commission and the McHenry County Conservation District. The County requires all audit work necessary to complete the issuance of audit reports listed in Section #3 below.

#### 2. Auditing Standards to be Followed

To meet the requirements of this RFP, the audit shall be performed in accordance with auditing standards generally accepted in the United States of America as set forth by the American Institute of Certified Public Accountants, the standards for financial audits set forth in the U.S. General Accounting Office's Government Auditing Standards (2011 revision), the provisions of the Single Audit Act of 1984 (as amended in 1996), and the provisions of the U.S. Office of Management and Budget (OMB) Circular A-133/Uniform Guidance. For the Circuit Clerk Financial Statement Audit, provisions of state law and relevant audit guidelines shall also be followed.

#### 3. Reports to be Issued

Following the completion of the audit of the fiscal year's financial statements, the Outside Auditor shall issue:

- a. Independent Auditors' Report on the fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States of America performed in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards. The County desires that the Outside Auditor will express an opinion that the combining and individual fund financial statements and schedules included in the County's CAFR are fairly stated, in all material respects, in relation to the basic financial statements taken as a whole. If the audit firm discovers conditions in the course of the examination that will cause it to express some other type of opinion, the firm will immediately notify the County Auditor, of the type of opinion that the firm believes will be necessary and the reason therefore.
- b. Required Communications of Internal Control Related Matters, based on the audit of the financial statements performed in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards.
- c. All reports as required under OMB Circular A -133/Uniform Guidance.
- d. All Clerk of the Circuit Court reports as required by 705 ILCS 105/27.8, including an audit of the Financial Statements of the Clerk of the Circuit Court performed in accordance with auditing standards generally accepted in the United States of America and Government Auditing Standards.
- e. In most prior years, agreed upon procedure reports have been required by the Illinois Department of Human Services, Illinois Department of Children and Family Services, and/or Illinois Department of Health Care and Family Services related to annual Grant Reports and/or Consolidated Financial Reports for the McHenry County Department of Health and McHenry County Mental Health Board. However, no such reports were required for Fiscal Year 2014. Pricing for these agreed upon procedure reports is requested as part of the RFP, but due to future uncertainty, the pricing will be listed as a separate component from the all-inclusive maximum price.

#### 4. Working Paper Retention and Access to Working Papers

All working papers and reports must be retained, at the Outside Auditor's expense, for a minimum of three years, unless the firm is notified in writing by the County of the need to extend the retention period. The Outside Auditor will be required to make working papers available, upon request, to the County and the following parties or their designees:

- a. Federal Audit Clearinghouse
- b. U. S. General Accountability Office (GAO)
- c. Parties designated by the federal or state governments or by the County as part of an audit quality review process.
- d. Auditors of entities of which the County is a sub-recipient of grant funds.

In addition, the firm shall respond to the reasonable inquiries of successor auditors and allow successor auditors to review working papers relating to matters of continuing accounting significance.

#### 5. Reporting to the Audit Committee

The Outside Auditor shall complete all required communications to the audit committee, including:

- The Outside Auditor's responsibility under auditing standards generally accepted in the United States of America, Government Auditing Standards, and OMB Circular A-133/Uniform Guidance.
- b. Other information in documents containing audited financial statements.
- c. Planned scope and timing of the audit.
- d. Significant accounting policies & estimates.
- e. Significant financial statement disclosures.
- f. Difficulties encountered in performing the audit.
- g. Significant audit adjustments.
- h. Disagreements with management.
- i. Consultation with other independent accountants.
- j. Management representation.
- k. Independence.
- I. Other audit findings or issues.

#### **TIME REQUIREMENTS**

#### 1. Start-up Audit Work

Upon the hiring of the successful firm, the County will be available throughout September and October 2015 to assist the Outside Auditor with any necessary start-up audit work, such as reviewing the County's policies, procedures, and internal control documentation.

#### 2. Schedule for the Fiscal Year 2015 Audit

#### a. Preliminary Fieldwork

The Outside Auditor shall schedule and complete preliminary audit fieldwork during October or November 2015, but no later than November 30, 2015. The Outside Auditor shall have an audit preparation meeting with the County and provide a detailed audit plan and a list of all schedules to be prepared by the County for audit fieldwork.

#### b. Audit Fieldwork

The Outside Auditor shall schedule and complete audit fieldwork, beginning on or around February 22, 2016, to be completed by mid-March 2016.

#### c. Completion of Audit Reports

The Independent Auditors' Report on the financial statements must be completed and issued by May 15, 2016, to allow ample time for the County to meet the due date for the Certificate of Achievement for Excellence in Financial Reporting Program. All other reports must be issued in time for the County to comply with all regulatory reporting requirements, but no later than July 15, 2016.

#### d. Presentation to Audit Committee

The Outside Auditor shall present all reports and complete required communications to the Audit Committee upon the issuances of all reports.

#### ASSISTANCE TO BE PROVIDED TO THE OUTSIDE AUDITOR AND REPORT PREPARATION

#### 1. Primary Contact

The primary contact for the audit will be the County Auditor's Office. The County Auditor, and the Financial Reporting Manager/Chief Deputy Auditor, will coordinate the assistance to be provided to the Outside Auditor by the County.

#### 2. Assistance to be Provided

The County will assist the Outside Auditor by preparing requested information (trial balances, supporting schedules, reconciliation of significant accounts, and other schedules as reasonably expected for an audit), providing requested backup, and providing explanations as needed. The County is able to provide trial balances in Excel format and most other information in electronic format.

The Internal Auditor will be available to assist the Outside Auditor as needed, including the performance of internal audit procedures, documentation of internal controls, and responses for the preliminary analytical review.

#### 3. Work Area and Accommodations

The County will provide the Outside Auditor with reasonable workspace, desks, and chairs in the County Auditor's Office. The Outside Auditor will also be provided with access to telephone, copy/fax machine, and internet access to assist with the timely completion of the engagement.

#### 4. Report Preparation

#### a. CAFR

As mentioned previously, for the past ten fiscal years, the County has prepared the Comprehensive Annual Financial Reports (CAFR) in-house. However, the County may decide for fiscal year 2015 or future years that it would be more efficient, either because of time constraints or cost considerations, to have the Outside Auditor prepare the CAFR, in addition to issuing the independent auditors' report. Accordingly, the preparation of the CAFR will be broken out as a separate item in the proposal requirements section below.

#### b. Internal Control Reports/Management Letter

Report preparation, editing, and printing shall be the responsibility of the Outside Auditor.

#### c. Reports Required Under OMB Circular A -133/Uniform Guidance

The County will prepare the schedule of expenditures of federal awards, the summary schedule of prior audit findings, the corrective action plan, and provide information necessary to complete the notes to the schedule of expenditures of federal awards. The Outside Auditor will prepare all other required schedules, opinions, reports, etc.

#### d. Circuit Clerk Financial Statement Audit

The County will provide all necessary information to complete the financial statements and footnotes. Actual financial statement preparation, editing, and printing, as well as the independent auditors' report, shall be the completed by the Outside Auditor.

#### e. Agreed-Upon Procedures Reports

If agreed-upon procedures reports are required, the County will prepare all necessary reports and provide requested backup. The Outside Auditor will be responsible for providing the agreed-upon procedure opinions.

#### PROPOSAL REQUIREMENTS

#### 1. Submission of Proposals

The following material is required to be received by 2:00 pm on July 6, 2015 for a proposing vendor to be considered:

- (1) original and five (5) copies of the completed proposal shall include the following:
- a. Title Page should include the RFP's title, the vendor's name, and the name, address, and telephone number of a contact person.
- b. Table of Contents
- Certification that the person signing the proposal is entitled to represent the vendor, empowered to submit the RFP, and authorized to sign a contract with the County of McHenry.
- d. Transmittal Letter A signed letter of transmittal briefly stating the vendor's understanding of the services to be completed, the commitment to complete the full scope of work within the required time period, a statement why the vendor believes itself to be qualified to perform the engagement, and a statement the proposal is a valid and irrevocable offer.
- e. Detailed Proposal The detailed proposal should follow the order set forth in section 3, Audit Proposal, as follows below.
- f. Completed Vendor Certification forms (completed on the forms provided on pages 32-35).

#### 2. Cost Proposal

The cost proposal should contain all pricing information relative to performing the audit engagement as described in this request for proposal. The total all-inclusive maximum price proposal is to contain all direct and indirect costs, including all out-of-pocket expenses. The cost of general inquires throughout the year are to be included.

The cost proposal shall include the following information:

a. Completed schedules of professional fees and expenses, for all required services listed in the RFP, costs by direct rate and type, (completed on the forms provided, beginning on page 22) for each of the fiscal years ending 2015, 2016, 2017, and 2018. The schedule will include estimated hours to be spent by staff level, hourly rates, out-ofpocket expenses, and an all-inclusive maximum price. All expense reimbursements will be charged against the total all-inclusive maximum price submitted by the firm.

- b. Completed schedules of professional fees and expenses, for all required services listed in the RFP, costs by RFP component, (completed on the forms provided, beginning on page 23) for each of the fiscal years ending 2015, 2016, 2017, and 2018.
- c. Rates for Additional Professional Services If it should become necessary of the County to request the Outside Auditor to render any additional services to either supplement the services requested in this RFP or to perform additional work as a result of the specific recommendations included in any report issued on this engagement, then such additional work agreed to between the County and the Outside Auditor shall be performed at the same rates set forth in the schedule of fees and expenses included in the dollar cost proposal, unless indicated otherwise.

#### 3. Audit Proposal

#### a. General Requirements

The purpose of the audit proposal is to demonstrate the qualifications, competence, and capacity of the vendors seeking to undertake an independent audit of the County in conformity with the requirements of this RFP. As such, the substance of proposals will carry more weight than their form or manner of presentation. The audit proposal should demonstrate the qualifications of the vendor and the particular staff to be assigned to this engagement. It should also specify an audit approach that will meet the RFP's requirements.

The audit proposal should address all the points outlined in the RFP. The proposal should be prepared simply and economically providing a straightforward and concise description of the vendor's capabilities to satisfy the requirements of the request for proposals. While additional data may be presented, the following topics, items b. through h. must be included.

#### b. <u>Independence</u>

The vendor should provide an affirmative statement that it meets the independence requirements of Government Auditing Standards, 2011 revision, published by the U.S. General Accounting Office. The vendor also should provide an affirmative statement that it is independent of the blended component unit, the McHenry County Public Building Commission and the McHenry County Conservation District, a discretely presented component unit, as defined by those same standards.

The vendor should also list (completed on the form provided on page 30) the vendor's professional relationships involving the County of McHenry or any of its component units for the past ten years.

#### c. Audit Overview

The proposal should state the location of the office from which the work on this engagement is to be performed and the number and nature of the professional staff to be employed in this engagement on either a full-time or part-time basis.

#### d. Partner, Supervisory, and Staff Qualifications and Experience

The vendor should identify the principal staff, including engagement partners, managers, other supervisors and specialists, who would be assigned to the engagement and indicate whether each such person is registered/licensed to practice as a certified public accountant as well as the vendor is registered/licensed to practice in Illinois. The vendor also should provide information on the government auditing experience of each person, including information on relevant continuing professional education for the past three years and membership in professional organizations relevant to the performance of this audit.

The vendor should provide resumes regarding the qualifications, experience, and training, including relevant continuing professional education, of the specific staff to be assigned to this engagement. The vendor also should indicate how the quality of staff over the term of the agreement will be assured.

Engagement partners, managers, other supervisory staff, and specialists may be changed if those personnel leave the vendor, are promoted or are assigned to another office. These personnel may also be changed for other reasons with the express prior written permission of the County of McHenry. However, in either case, the County of McHenry retains the right to approve or reject replacements.

Consultants and vendor specialists mentioned in response to this RFP can only be changed with the express prior written permission of the County of McHenry, which retains the right to approve or reject replacements.

Other audit personnel may be changed at the discretion of the vendor provided that replacements have substantially the same or better qualifications or experience.

#### e. Similar Engagements with Other Government Agencies

For the vendor's office that will be assigned responsibility for this engagement, list (on the forms provided on page 31) other engagements performed in the last ten years that are similar to the engagement described in this RFP. Include the name of the organization, the primary contact at the organization, including phone #, and nature of the engagement, the periods covered, and the number of hours spent completing the engagement.

#### f. Specific Audit Approach

The proposal should set forth a work plan, including an explanation of the audit methodology to be followed, in order to complete the services required in the Project Description section of this RFP. In developing the work plan, the context should be specific to the County's needs as described in this RFP.

Vendors will be required to provide the following information on their audit approach:

- i. Proposed segmentation of the engagement.
- ii. Level of staff and number of hours to be assigned to each proposed segment of the engagement.
- iii. Sample sizes and the extent to which statistical sampling is to be used in the engagement.
- iv. Extent of use of specialized audit software in the engagement.
- v. Type and extent of analytical procedures to be used in the engagement.
- vi. Approach to be taken to gain and document an understanding of the County of McHenry's internal control structure.
- vii. Approach to be taken in drawing audit samples for purposes of tests of compliance.

#### g. <u>Identification of Potential Audit Problems or Accounting Issues</u>

The proposal should identify and describe any potential audit problems, the vendor's approach to resolving these problems, and any special assistance that will be requested of the County.

#### h. Report Format

The proposal should include several sample pages of financial statements and footnotes from a firm-prepared CAFR for another governmental client, so that the County can review the general format and design. An entire CAFR is not necessary.

### SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ALL REQUIRED SERVICES LISTED IN THE RFP -COSTS BY DIRECT RATE & TYPE **Audit for Fiscal Year 2015** Number of Hourly Hours Rate Total Professional fees: \$ Partners \$ Managers Supervisory Staff Staff Other (Specify)\_ Total professional fees Out-of-pocket expenses: Meals and lodging Transportation Other (Specify)\_ Total out-of-pocket expenses Total all-inclusive maximum price for 2015 audit - \* Deduct: cost if County prepares CAFR in-house Total all-inclusive maximum price for 2015 audit (County-prepared CAFR) \$ Hourly rates to be charged for any additional work, if different from rates shown above \$ \* - Outside auditor will prepare the CAFR, except the County will prepare the transmittal letter, MD&A, & statistical section. Total in this box assumes no agreed-upon procedure reports are required by State of Illinois Grantor Agencies. Amount in this box should tie to page 23.

SCHEDULE OF PROFES	SSIONAL FEES AND EXPENSES
FOR ALL REQUIRED SI	ERVICES LISTED IN THE RFP -
COSTS BY	RFP COMPONENT
Audit for	r Fiscal Year 2015
RFP Component	Total
Financial Statement Audit & CAFR	\$
Internal Control Reports/Management Letter	
Single Audit	
Clerk of the Circuit Court Audit	
Total	\$
The above total should tie to the total all-inclusive maximum	ım price on page 22.
Separate RFP Component	Total
Agreed-Upon Procedure Reports, if required by State of I	Illinois Grantor
Agencies	\$

### SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ALL REQUIRED SERVICES LISTED IN THE RFP -**COSTS BY DIRECT RATE & TYPE Audit for Fiscal Year 2016** Number of Hourly Hours Rate Total Professional fees: \$ \$ **Partners** Managers Supervisory Staff Staff Other (Specify) Total professional fees Out-of-pocket expenses: Meals and lodging Transportation Other (Specify)\_ Total out-of-pocket expenses Total all-inclusive maximum price for 2016 audit - \* Deduct: cost if County prepares CAFR in-house Total all-inclusive maximum price for 2016 audit (County-prepared CAFR) \$ Hourly rates to be charged for any additional work, if different from rates shown above \$ \* - Outside auditor will prepare the CAFR, except the County will prepare the transmittal letter, MD&A, & statistical section. Total in this box assumes no agreed-upon procedure reports are required by State of Illinois Grantor Agencies. Amount in this box should tie to page 25.

SCHEDULE OF PRO	OFESSIONAL FE	ES AND EXPE	ENSES	
FOR ALL REQUIRE	D SERVICES LIS	STED IN THE	RFP -	
COSTS	BY RFP COMPO	ONENT		
<u>Audi</u>	it for Fiscal Year 2	<u> 2016</u>		
RFP Component			Total	
77 119				
Financial Statement Audit & CAFR		\$		
Internal Control Reports/Management Letter				
Single Audit				
Clerk of the Circuit Court Audit				
Total		\$_		
		- 24		
The above total should tie to the total all-inclusive ma	ximum price on pag	e 24.		
Separate RFP Component			Total	
Separate KI'r Component			Total	
Agreed-Upon Procedure Reports, if required by State	e of Illinois Grantor			
Agencies		\$		

### SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ALL REQUIRED SERVICES LISTED IN THE RFP -**COSTS BY DIRECT RATE & TYPE Audit for Fiscal Year 2017** Number of Hourly Hours Total Rate Professional fees: \$ \$ Partners Managers Supervisory Staff Staff Other (Specify) Total professional fees Out-of-pocket expenses: Meals and lodging Transportation Other (Specify)\_ Total out-of-pocket expenses Total all-inclusive maximum price for 2017 audit - \* Deduct: cost if County prepares CAFR in-house Total all-inclusive maximum price for 2017 audit (County-prepared CAFR) \$ Hourly rates to be charged for any additional work, if different from rates shown above \$ \* - Outside auditor will prepare the CAFR, except the County will prepare the transmittal letter, MD&A, & statistical section. Total in this box assumes no agreed-upon procedure reports are required by State of Illinois Grantor Agencies. Amount in

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SERVICES LIS	TED IN THE	RFP -	
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or Fiscal Year 20	<u>017</u>		
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num price on page	26.		
		Total	
		1 Ota1	
f Illinois Grantor			
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) <u>f</u>	SERVICES LISTS Y RFP COMPO for Fiscal Year 20	SERVICES LISTED IN THE BY RFP COMPONENT for Fiscal Year 2017  \$  mum price on page 26.	for Fiscal Year 2017  Total  \$ mum price on page 26.  Total  Total

### SCHEDULE OF PROFESSIONAL FEES AND EXPENSES FOR ALL REQUIRED SERVICES LISTED IN THE RFP -**COSTS BY DIRECT RATE & TYPE Audit for Fiscal Year 2018** Number of Hourly Hours Total Rate Professional fees: \$ \$ Partners Managers Supervisory Staff Staff Other (Specify) Total professional fees Out-of-pocket expenses: Meals and lodging Transportation Other (Specify)\_ Total out-of-pocket expenses Total all-inclusive maximum price for 2018 audit - \* Deduct: cost if County prepares CAFR in-house Total all-inclusive maximum price for 2018 audit (County-prepared CAFR) \$ Hourly rates to be charged for any additional work, if different from rates shown above \$ \* - Outside auditor will prepare the CAFR, except the County will prepare the transmittal letter, MD&A, & statistical section. Total in this box assumes no agreed-upon procedure reports are required by State of Illinois Grantor Agencies. Amount in this box should tie to page 29.

SCHEDULE OF PROF	SSIONAL FEES AND EXPENSES	
FOR ALL REQUIRED	ERVICES LISTED IN THE RFP -	
COSTS BY	RFP COMPONENT	
Audit fo	r Fiscal Year 2018	
RFP Component	Total	
Financial Statement Audit & CAFR	\$	
Internal Control Reports/Management Letter		
Single Audit		
Clerk of the Circuit Court Audit		
Total	\$	
The above total should tie to the total all-inclusive maxim	um price on page 28.	
Saparata DED Component	Total	
Separate RFP Component	Total	
Agreed-Upon Procedure Reports, if required by State of Agencies	Illinois Grantor \$	
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OTHER ENGAGEMENTS WITH THE COUNTY OF MCHENRY OR ITS COMPONENT UNTIS							
						<u>Last Ten Years</u>	
Agency:							
Primary Contact (include							
title and phone #):							
Description of							
Engagement:							
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Please use additional pages as needed							

OTHER ENGAGEMENTS WITH SIMILAR GOVERNMENT AGENCIES <u>Last Ten Years</u>							
Agency:							
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Description of							
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### **PROPOSAL FORM**

WE,	_, PROPOSE TO PROVIDE THE REQUESTED SERVICES PER
THE REQUIREMENTS OF THIS REQUE	ST FOR PROPOSAL IN ACCORDANCE WITH THE
SPECIFICATIONS CONTAINED HEREIN	ı.
WE ALSO CERTIFY THAT THIS WRITTE	EN PROPOSAL IS VALID FOR 120 DAYS FROM THE DAY OF
THIS PROPOSAL AND THE ATTACHED	INFORMATION IS RECEIVED AND FILED BY THE COUNTY OF
MCHENRY.	

AUTHORIZED NEGO	OTIATORS:
Name:	
Phone #	
Title:	
Name:	
Phone #	
Title:	

### RUBBER STAMPED, FAXED, COPIED, OR TYPED SIGNATURE WILL DISQUALIFY YOUR BID MUST BE AN ORIGINAL SIGNATURE

<u>CERTIFICATIONS</u>		
Vendor certifies that it has not l	been barred from contracting with a unit o	f State or local government
as a result of a violation of Sect	tion 33E-3 or 33E-4 of the Criminal Code o	f 1961, as amended.
	Yes No	
	e that all contracts for the Construction of I	•
the Illinois Prevailing Wage Act	t (820 ILCS 130/1-12) Yes	No
Under penalties of perium Lee	ertify that	is my correct Federal
	er. I am doing business as a (please check o	
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Individual	Real Estate Age	ent
Sole Proprietorship	Government Er	ntity
*Partnership	Tax Exempt Or	ganization
**Corporation	(IRC 501(a)	only)
Not-for-Profit Corporation	Trust or Estate	
Medical and Health Care		
Services Provider Corporat	ion	
*State full names, titles and ad	Idresses of all responsible principles and/o	r partners below;
	Title:	
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If needed please submit any additional sheets.

#### **PROPOSER'S CERTIFICATION**

I have carefully examined the Request for Proposal, Requirements for Statements of Qualifications, Scope of Services Background, and any other documents accompanying or made a part of this Request for Proposal.

I hereby propose to furnish the goods or services specified in the Request for Proposal. I agree that my proposal will remain firm for a period of up to 120 days in order to allow the County adequate time to evaluate the qualifications submitted.

I verify that all information contained in this proposal is truthful to the best of my knowledge and belief. I further certify that I am duly authorized to submit this proposal on behalf of the firm as its act and deed and that the firm is ready, willing and able to perform if awarded the contract.

I further certify, under oath, that this proposal is made without prior understanding, agreement, connection, discussion, or collusion with any other person, firm or corporation submitting a proposal for the same product or service. No officer, employee or agent of the County of McHenry or any other proposer is interested in said proposal and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

**State of Incorporation	
(Individual - Partnership - Company - Corporation)	
(Business Address)	
(City, State, and Zip Code)	
(By Printed Name and Signature)	(Title)
(Witness Signature)	(Title)
(Telephone No)	(Fax No)
(Date)	

End of Document